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RECENT IMPORTANT DECISIONS.

BANKS AND BANKING—RIGHT TO SET-OFF DEPOSIT AGAINST DEBT DUE BANK.—*L. Bank* set off a matured debt due to it by a depositor against the amount due by the bank to the depositor, all of which was done after the death of the depositor and after appraisers appointed to set apart a year's support to his widow had made a return, setting apart the amount due by the bank to the decedent. *Held*, that the bank exercised its right of set-off too late, *Luthersville Banking Co. v. Hopkins* (Ga. 1913) 77 S. E. 589.

It is a general rule that at the maturity of a depositor's indebtedness a bank may apply any deposit he may have, not exceeding his liability, to extinguish his indebtedness, *Commercial Bank v. Hughes*, 17 Wend. 94; *Home Nat. Bank v. Newton*, 8 Ill. App. 563; *Garrison v. Union Trust Co.*, 139 Mich. 392; *Commercial Nat. Bank v. Henninger*, 105 Pa. 496. In some states the bank must notify the depositor before it exercises such application. *Callahan v. Bank of Anderson*, 69 S. C. 374, 48 S. E. 293. In other states a bank lien is not recognized, save by agreement or a particular course of dealing. *Morgan v. Lathrop*, 12 La. Ann. 257. In the principal case the court said that "some of the authorities hold that the bank has a lien upon the deposit for the amount of any indebtedness due it. But liens are statutory, and in this state the bank has no lien." In *People v. St. Nicholas Bank*, 44 N. Y. App. Div. 313, the bank was permitted to appropriate a deposit to pay a matured obligation as against the depositor's attaching creditor, although it had not been exercised at the time of making the attachment. An indispensable condition of such application is the maturity of the depositor's obligation. *Commercial Nat. Bank v. Proctor*, 98 Ill. 558; *Merchants' Nat. Bank v. Robinson*, 97 Ky. 552; *Jordan v. National Shoe & Leather Bank*, 74 N. Y. 467; *Manufacturers' Nat. Bank v. Jones*, 2 Penny (Pa.) 377. A different rule is sometimes applied in equity, especially where there is danger of insolvency of the depositor. *Gibbons v. Hecox*, 105 Mich. 509. A depositor's balance in one branch of a bank may be applied to his debt in another branch. *Garnett v. M'Kewan*, L. R. 8 Ex. 10. The English courts have extended the application of this doctrine so far as to hold that an unappropriated deposit may be appropriated by the banker to the discharge of an indebtedness of the depositor barred by the statute of limitations. *Williams v. Griffith*, 5 M. & W. 300.

BILLS AND NOTES—PRESENTMENT OF CHECK FOR PAYMENT.—Defendant gave plaintiff a check shortly before noon; the bank on which the check was drawn was open for business all of the day and the defendant has a credit balance therein. On the following morning it was presented by the plaintiff at another bank in the same city, and payment refused, because the bank on which it was drawn had failed. *Held*, that it was presented within a reasonable time, and the drawer of the check was liable for the amount thereof. *Turner v. Kimble* (Okla. 1913) 130 Pac. 563.